

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

KISS Nail Products, Inc., } No. 2:25-cv-02793-SVW-JPR
Plaintiff and Counterclaim-Defendant, }
vs. } STIPULATED PROTECTIVE
Ardell International, Inc., } ORDER
Defendant and Counterclaim-Plaintiff. }

1. INTRODUCTION

1.1. PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the

1 applicable legal principles. The Parties further acknowledge, as set forth in Section
2 12.3 below, that this Order does not entitle them to file Protected Material under
3 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
4 standards that will be applied when a Party seeks permission from the Court to file
5 material under seal.

6 **1.2. Good Cause Statement**

7 The parties to this litigation directly compete in the beauty and personal-care
8 market, a sector in which differences in product formulations, ingredient sourcing,
9 advertising strategies, and wholesale pricing can materially affect market share.
10 Based on the claims and defenses already articulated, discovery is likely to call for
11 the production of internal laboratory reports, product development protocols,
12 supplier contracts, cost sheets, margin analyses, and non-public marketing studies.
13 Although the precise documents have not yet been exchanged or reviewed by the
14 Court, it is foreseeable that many such materials may well reveal proprietary
15 techniques, confidential vendor terms that reflect volume-based discounts, or
16 detailed consumer-segmentation data that is not otherwise available in the public
17 domain. Public disclosure of this information would provide competitors—both
18 parties and non-parties—an unwarranted commercial advantage, undermining the
19 very marketplace in which the litigants contend.

20 The prospective harm from unrestricted dissemination is not speculative. In
21 the beauty industry, competitive success often turns on speed-to-market and brand
22 differentiation; knowledge of a rival’s emerging product pipeline, unit economics,
23 or promotional calendars could enable a competitor to preempt launches, undercut
24 prices, or target identical demographic niches. Such competitive injuries are
25 difficult, if not impossible, to remedy after the fact because the lost lead time and
26 diminished consumer goodwill cannot readily be quantified. A narrowly tailored
27 protective order will therefore serve the dual objectives of safeguarding legitimately
28

1 sensitive information and ensuring that both sides retain the freedom to produce
2 relevant evidence without fear of strategic exploitation.

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4 At the same time, the requested protection is neither absolute nor intended to
5 shield documents from legitimate scrutiny by the Court or the public. The proposed
6 order contemplates that only materials a Producing Party, in good faith, believes are
7 likely to contain non-public trade secrets or competitively significant information
8 will be stamped “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
9 COUNSEL’S EYES ONLY,” and that any party may challenge such designations
10 through a streamlined, Court-supervised process. This structure balances the
11 presumption of public access with the concrete risk of competitive harm, promoting
12 efficient discovery while preserving meaningful judicial oversight.

13 In light of the foregoing, good cause exists to enter a protective order that
14 limits disclosure of confidential discovery materials to the parties, their counsel, and
15 other persons necessary to the conduct of the litigation, subject to appropriate
16 safeguards. Such relief will expedite the exchange of information, reduce motion
17 practice over confidentiality disputes, and protect the integrity of the competitive
18 process without impeding the public’s right of access to adjudicative documents that
19 do not pose genuine commercial risks.

20 1.3. Detailed Showing of Need for “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” Designation

22 Certain categories of information that may be produced in discovery are so
23 competitively sensitive that disclosure to in-house personnel of a direct competitor,
24 even under a standard confidentiality designation, would present an unacceptable
25 risk of competitive harm. This information may include, for example, detailed
26 product formulas, ongoing research and development projects, strategic business
27 plans, or confidential pricing strategies that, if known to a competitor’s decision-
28 makers, could irreparably harm the producing party’s competitive position. The risk

1 is particularly acute in an industry where product innovation and market timing are
2 critical, and where inadvertent or intentional use of such information could result in
3 lost market opportunities or unfair competitive advantage.

4 Accordingly, a second level of protection—designating certain documents as
5 “**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY**”—is
6 necessary to ensure that the most sensitive information is not disclosed to
7 individuals involved in competitive decision-making. This designation is reserved
8 for information that, if disclosed beyond outside counsel, could not be effectively
9 protected by any remedy short of restricting access to those not involved in the
10 parties’ competitive business operations. Limiting access in this manner strikes an
11 appropriate balance between the need for robust discovery and the imperative to
12 prevent competitive misuse of the most sensitive business information.

13 2. **DEFINITIONS**

14 2.1. **Action:** *Kiss Nail Products, Inc., v. Ardell International, Inc.*, No. 2:25-
15 cv-02793-SVW-JPR.

16 2.2. **Challenging Party:** A Party or Nonparty that challenges the designation
17 of information or items under this Order.

18 2.3. **“CONFIDENTIAL” Information or items:** information (regardless of
19 how it is generated, stored, or maintained) or tangible things that qualify for protection
20 under **Federal Rule of Civil Procedure 26(c)** and as specified above in the Good Cause
21 Statement.

22 2.4. **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
23 **Information or items:** any information or material that contains or reflects sensitive
24 information that is extremely confidential and/or sensitive in nature and the Producing
25 Party reasonably believes that the disclosure of such Discovery Material is likely to
26 cause economic harm or significant competitive disadvantage to the Producing Party
27 that cannot be ameliorated by any less restrictive means.

28 2.5. **Counsel:** Outside Counsel of Record and House Counsel (as well as their

1 support staff).

2 2.6. Designating Party: a Party or Nonparty that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.”

6 2.7. Disclosure or Discovery Material: all items or information, regardless of
7 the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery in this matter.

10 2.8. Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as
12 an expert witness or as a consultant in this action.

13 2.9. House Counsel: attorneys who are employees of a Party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10. Nonparty: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.11. Outside Counsel of Record: attorneys who are not employees of a Party
19 to this Action but are retained to represent or advise a Party and have appeared in this
20 Action on behalf of that Party or are affiliated with a law firm that has appeared on
21 behalf of that Party, including associates and support staff.

22 2.12. Party: any Party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13. Producing Party: a Party or Nonparty that produces Disclosure or
26 Discovery Material in this Action.

27 2.14. Professional Vendors: persons or entities that provide litigation support
28 services (for example, photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.15. Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY.”

6 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above) but also any information copied or extracted
11 from Protected Material; all copies, excerpts, summaries, or compilations of
12 Protected Material; and any testimony, conversations, or presentations by Parties or
13 their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial will be governed by the orders of the
15 trial judge. This Order does not govern the use of Protected Material at trial.

16 4. DURATION

17 4.1. Even after final disposition of this litigation, the confidentiality
18 obligations imposed by this Order will remain in effect until a Designating Party
19 agrees otherwise in writing or a court order otherwise directs. Final disposition is the
20 later of (1) dismissal of all claims and defenses in this Action, with or without
21 prejudice, or (2) final judgment after the completion and exhaustion of all appeals,
22 rehearings, remands, trials, or reviews of this Action, including the time limits for
23 filing any motions or applications for extension of time under applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1. Each Party or Nonparty that designates information or items for
26 protection under this Order must take care to limit any such designation to specific
27 material that qualifies under the appropriate standards. To the extent practicable, the
28 Designating Party must designate for protection only those parts of material,

1 documents, items, or oral or written communications that qualify so that other
2 portions of the material, documents, items, or communications for which protection
3 is not warranted are not swept unjustifiably within the ambit of this Order.

4 Indiscriminate or routinized designations are prohibited. Designations that are
5 shown to be clearly unjustified or that have been made for an improper purpose (for
6 example, to unnecessarily encumber the case-development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items it
10 designated for protection do not qualify for that level of protection, that Designating
11 Party must promptly notify all other Parties that it is withdrawing the inapplicable
12 designation.

13 5.2. Except as otherwise provided in this Order, Disclosure or Discovery
14 Material that qualifies for protection under this Order must be clearly so designated
15 before the material is disclosed or produced.

16 Designation in conformity with this Order requires the following:

17 (a) for information in documentary form (for example, paper or electronic
18 documents but excluding transcripts of depositions or other pretrial or trial
19 proceedings), the Producing Party must affix at a minimum the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” to each page that contains Protected Material. If only a portion or portions
22 of the material on a page qualify for protection, the Producing Party should to the
23 extent practicable clearly identify the protected portion(s) (for example, by making
24 appropriate markings in the margins).

25 A Party or Nonparty that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
28 before the designation, all material made available for inspection must be treated as

“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualify for protection, the Producing Party should to the extent practical clearly identify the protected portion(s) (for example, by making appropriate markings in the margins).

(b) for testimony given in depositions, the Designating Party must identify the Disclosure or Discovery Material that is protected on the record, before the close of the deposition.

(c) for information produced in some form other than documentary form, and for any other tangible items, the Producing Party must affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrant protection, the Producing Party, to the extent practicable, must identify the protected portion(s).

5.3. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for that material. On timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. Any Party or Nonparty may challenge a designation of confidentiality at any time consistent with the Court’s scheduling order.

6.2. The Challenging Party must initiate the dispute-resolution process (and,

1 if necessary, file a discovery motion) under Local Rule 37.

2 6.3. The burden of persuasion in any such proceeding is on the Designating
3 Party. Frivolous challenges, and those made for an improper purpose (for example, to
4 harass or impose unnecessary expenses and burdens on other parties), may expose the
5 Challenging Party to sanctions. Unless the Designating Party has waived or
6 withdrawn the confidentiality designation, all parties must continue to afford the
7 material in question the level of protection to which it is entitled under the Producing
8 Party's designation until the Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1. A Receiving Party may use Protected Material that is disclosed or
11 produced by another Party or by a Nonparty in connection with this Action only for
12 prosecuting, defending, or attempting to settle this Action. Such Protected Material
13 may be disclosed only to the categories of people and under the conditions described
14 in this Order. When the Action has been terminated, a Receiving Party must comply
15 with the provisions of Section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a manner sufficiently secure to ensure that access is limited to the
18 people authorized under this Order.

19 7.2. Unless otherwise ordered by the Court or permitted in writing by the
20 Designating Party, a Receiving Party may disclose any information or item designated
21 “CONFIDENTIAL” only to the following people:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
23 as employees of that Outside Counsel of Record to whom it is reasonably necessary
24 to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses and attorneys for witnesses to whom
ure is reasonably necessary, provided that the deposing party requests that the
sign the form attached as Exhibit A hereto and the witnesses will not be
ed to keep any confidential information unless they sign the form, unless
se agreed by the Designating Party or ordered by the Court. Pages of
bed deposition testimony or exhibits to depositions that reveal Protected
al may be separately bound by the court reporter and may not be disclosed to
except as permitted under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed on by any of the Parties engaged in settlement discussions or appointed by the Court.

7.3. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to those persons in subsections (a) and (c)-(i) identified in Article 7.2.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY,” that Party must

7 (a) promptly notify in writing the Designating Party. Such notification must
8 include a copy of the subpoena or court order unless prohibited by law;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification must include
12 a copy of this Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order should not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination on the protective-order request by the
19 relevant court unless the Party has obtained the Designating Party’s permission. The
20 Designating Party bears the burden and expense of seeking protection of its
21 Protected Material, and nothing in these provisions should be construed as
22 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
23 directive from another court.

24 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
25 IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
28 protected by the remedies and relief provided by this Order. Nothing in these

provisions should be construed as prohibiting a Nonparty from seeking additional protections.

(b) In the event that a Party is required by a valid discovery request to produce a Nonparty's Protected Material in its possession and the Party is subject to an agreement with the Nonparty not to produce the Nonparty's Protected Material, then the Party must:

(1) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;

(2) promptly provide the Nonparty with a copy of this Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Nonparty, if requested.

(c) If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's Protected Material responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request. Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized

1 disclosures were made of the terms of this Order, and ask that person or people to
2 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto
3 as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B).

10 **12. MISCELLANEOUS**

11 12.1. Nothing in this Order abridges the right of any person to seek its
12 modification by the Court.

13 12.2. By stipulating to the entry of this Order, no Party waives any right it
14 otherwise would have to object to disclosing or producing any information or item on
15 any ground not addressed in this Order. Similarly, no Party waives any right to object
16 on any ground to use in evidence of any of the material covered by this Order.

17 12.3. A Party that seeks to file under seal any Protected Material must comply
18 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
19 to a court order authorizing the sealing of the specific Protected Material at issue. If
20 a Party's request to file Protected Material under seal is denied, then the Receiving
21 Party may file the information in the public record unless otherwise instructed by the
22 Court.

23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in
27 this subdivision, “all Protected Material” includes all copies, abstracts,
28 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the
2 Receiving Party must submit a written certification to the Producing Party (and, if
3 not the same person or entity, to the Designating Party) by the 60-day deadline that
4 identifies (by category, when appropriate) all the Protected Material that was
5 returned or destroyed and affirms that the Receiving Party has not retained any
6 copies, abstracts, compilations, summaries, or any other format reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
8 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition,
9 and hearing transcripts; legal memoranda; correspondence; deposition and trial
10 exhibits; expert reports; attorney work product; and consultant and expert work
11 product even if such materials contain Protected Material. Any such archival copies
12 that contain or constitute Protected Material remain subject to this Order as set forth
13 in Section 4 (DURATION).

14. SANCTIONS

15 Any willful violation of this Order may be punished by civil or criminal
16 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
17 other appropriate action at the discretion of the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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4 Dated: November 12, 2025
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7 By: /s/ Theodore W. Chandler
8

9
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26 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filing party hereby attests that all
27 signatories listed, and on whose behalf the filing is submitted, concur in this filing's
28 content and have authorized this filing.

29 PURSUANT TO STIPULATION, IT IS SO ORDERED
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31 DATED: November 12, 2025
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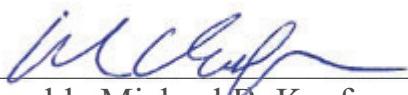
33 
34 Honorable Michael B. Kaufman
35 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [full name] of _____

[full address] declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of _____ [insert case name and number]. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: